

This document is a draft of a planned solicitation and is subject to change without notice.

**INVITATION TO NEGOTIATE (ITN) No. 866
FOR
COMPRESSED NATURAL GAS SOLUTION**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2013 at __:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. __, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Division
for
Public Works and Waste Management, Water and Sewer and Internal Services Departments

COUNTY CONTACT FOR THIS SOLICITATION:

Name and Title: Jesus Lee, Procurement Contracting Officer
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4264
E-mail: FJL@miamidade.gov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

_____, 2013 at 2:00 PM (local time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

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1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Internal Services Department, Fleet Management Division (ISD/FM), Public Works and Waste Management (PWWM) Department, and Miami-Dade Water and Sewer Department (WASD), is soliciting proposals for the development, financing, construction, maintenance and operation of a Compressed Natural Gas solution. The County currently uses mostly diesel engine powered vehicles for its heavy fleet of vehicles. Through this solicitation, the County desires to select an entity to provide a CNG solution that is in the best interests of the County. It is expected that the Selected Proposer will design, build, maintain, provide compressed natural gas, operate and finance the CNG solution for these Departments including the infrastructure, maintenance facilities and stations. WASD has an existing contract for gas at two facilities which due to very favorable pricing they may wish to utilize for the solution. The County is also interested in the Selected Proposer providing revenue generating opportunities from CNG stations that sell to third parties.

For the purposes of obtaining proposals from interested parties, the County is utilizing an Invitation to Negotiate process, which as stated above and further on in this solicitation, seeks to obtain a Compressed Natural Gas solution for the County and the designated Departments. The Invitation to Negotiate differs from a standard request for proposals process in that it provides for a more flexible market driven process, and reduces certain restrictions inherent in a request for proposals process without eliminating competitive bidding.

The County provides herewith information as it pertains to vehicles/current fueling and maintenance practices, locations and make up of facilities and other related information for interested proposers' consideration. The County desires to obtain solution(s) that best fits the County's needs.

The term of any agreement resulting from this solicitation shall be determined during negotiations with the Selected Proposer and will depend on what is being proposed. The County reserves the right to include option(s) to renew, as the County deems fit, which if included in any agreement shall be at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:

Pre-Proposal Conference:

See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance.

Site Visits:

All attendees to site visits must have valid government identification and must arrive on time to be escorted by security.

Deadline for receipt of questions:

Proposal due date:

Evaluation process:

Projected award date:

See front cover for date, time and place.

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.

4. The words "Scope of Work" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Invitation to Negotiate (ITN) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Work and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related

parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.8 Contract Measures

Except as otherwise exempt by applicable law, all privately funded construction with a total value over \$200,000 must comply with Sections 10-33.02 and 2-10.4.01 of the Code of Miami Dade County (the "Code"), which govern the County's Community Small Business Enterprise ("CSBE") and Community Business Enterprise ("CBE") programs. The Selected Proposer(s) shall submit or cause to be submitted the Design and Construction Packages, to the Small Business Development Division of Regulatory and Economic Resources Department ("SBD/RERD") prior to advertisement of the Design and Construction Packages, for review and determination of appropriate small business program measures, and the application of same. All packages must be advertised and awarded with the applicable small business measures in accordance with the requirements of the above mentioned Codes.

Small Business Enterprises (SBE)

The Selected Proposer(s) must adhere to the following Small Business Programs, where applicable. All Selected Proposer(s) must adhere to the contract measure established for each bid package to include, a contract set-aside, or a trade set-aside, or a subcontract goal, or a bid preference, or a selection factor, singly or in any combination. Small Business measures may be applied to any subsequent agreement for this project between the Selected Proposer(s) and its Subcontractors.

- **COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM (CSBE) (Section 10-33.02 of the Miami-Dade Code AS AMENDED, and Ordinance 12-05);**
- **COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE) (Section 2-10.4.01 of the Miami-Dade Code AS AMENDED, and Ordinance 12-05);**
- **SMALL BUSINESS ENTERPRISE PROGRAM (SBE) (Ordinance 05-29 and Administrative Order 3-41);**
- **COMMUNITY WORKFORCE PROGRAM (CWP) (ORDINANCE 03-1 AS AMENDED); and**
- **RESPONSIBLE WAGES AND BENEFITS ORDINANCE 90-143.**

The provisions of Miami-Dade County's Responsible Wages and Benefits Ordinances (Section 2-11.16 of the code of Miami-Dade County) stipulate that for construction contracts valued greater than \$100,000, all laborers and mechanics employed or working upon a project will be paid the full amount of wages and fringe benefits (or cash equivalent thereof) computed at rates not less than those contained in the wage determination in effect at the time the work is performed, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

2.0 SCOPE OF WORK

See Attachment 1

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Invitation to Negotiate

For the purposes of obtaining proposals from interested parties, the County is utilizing an Invitation to Negotiate (ITN) process as described below. The ITN process differs from a standard Request for Proposals (RFP) process in that it provides for more flexibility, and reduces certain restrictions inherent in a request for proposals process without eliminating competitiveness.

4.2 ITN Process

This ITN process is comprised of two steps.

Step 1: INITIAL PROPOSAL

Proposals will first be reviewed by a Technical Advisory Committee (TAC), chaired by Internal Services Department. The TAC will submit its findings to the Selection Committee (SC). The TAC will be comprised of County and other technical staff, as needed, to perform these reviews and will be available to the SC throughout the evaluation process. The SC will be comprised of high-level County Officials. The SC will evaluate and rank proposals on criteria listed below and will take into consideration the findings of TAC. SC will determine which proposal(s) remain in consideration for Step 2 of ITN based on, among other considerations, value to the County, scores in clusters and/or maintaining competition.

The criteria are itemized with their respective weights for a maximum total of four hundred (400) points per SC member. The Proposer will submit a summary, not to exceed 10 typed pages (Arial 11 or similar in size type) without any attachments, which clearly describes the proposers important and relevant attributes meeting the criteria stated below.

<u>Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past Performance	100
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	100
3. Proposer's approach/overall plan to providing the service(s) requested in this Solicitation	200

Local Preference consideration will be applied during Step 1.

Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Selection Committee will recommend that that local Proposer(s) be included to compete in Step 2.

4.X Locally Headquartered Preference

Step 2: FINAL PROPOSAL

For this step, the County will seek proposals **only** from proposers who remain in consideration after completion of Step 1. Proposals will first be reviewed by the TAC who will submit its findings and detailed technical report to the SC. The SC will evaluate the proposals and take into consideration the findings of TAC to give recommendation(s) to the Mayor for negotiations. SC may request oral presentations (See Section 4.4 below) prior to making this recommendation to the Mayor.

The proposals will be evaluated based on the criterion below:

Criterion

Proposer's detailed approach, resources, implementation, financial strength, capacity, pricing/financing, and financial considerations to the County for the proposed term.

4.3 Review of Proposals for Responsiveness (Applies to both steps)

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.4 Oral Presentations

Upon completion of the evaluation as indicated in step 2 above, SC may choose to conduct an oral presentation. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.)

4.5 Negotiations

The SC will evaluate and submit results of the evaluation to the County Mayor or designee with its recommendation. In its sole discretion, the County Mayor or designee may direct negotiations with one or multiple Proposers, or may request best and final offers. The County reserves the right to request and evaluate additional information during the Negotiation process.

Any Proposer(s) recommended for negotiations shall provide the following to the County:

- Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
- Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Proposer(s) recommended for negotiations may be required to submit a notarized signed letter from FGT stating the capacity available to the proposer(s).

4.6 Contract Award

Any contract(s), resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award(s), if any, shall be made to the Proposer(s) whose proposal(s) shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer(s) shall be final.

4.7 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at http://www.miamidade.gov/DPM/vendor_registration.asp or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

b) Insurance Requirements (PENDING)

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Contractor, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

e) FIRST SOURCE HIRING REFERRAL PROGRAM ("FSHRP") (Not applicable to any leases that may result from this solicitation)

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the successful Bidder, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the successful Bidder is free to fill its vacancies from other sources. Successful Bidders will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

f) SPECIAL SECURITY REQUIREMENTS AT MIAMI-DADE AVIATION, WATER AND SEWER, AND SEAPORT DEPARTMENTS (from ITB new Shell)

Miami-Dade Aviation (MDAD), Water and Sewer (WASD), and Seaport (Port of Miami) Departments operate under strict security regulations. These regulations involve the issuance of special identification (ID) cards. Vendors performing services at MDAD must follow all required security procedures. This will include security checks and passes for all employees, a special driving course for those who operate a vehicle on the aircraft operating area (AOA), additional badges to work within the US Customs service area and may include bonding for a Customs I.D.

For Customs ID, call 786-265-5715 or email cbp-miami-airport-security@dhs.gov for information. For MDAD ID, call 305-876-7418 for appointment and to pick-up package. Vendors are responsible for all costs incurred in obtaining security badges. Security clearance must be obtained prior to start of contract. Complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of the Port of Miami and WASD frequently (more than 5 times within a 90-day period). These ID cards are required for access and are issued by the departments at the current cost of \$60.00 per applicant per year. Therefore, the vendor shall obtain and pay for ID cards for each of his/her employees and/or agents who will be frequently visiting or performing services in restricted areas.

For more information concerning Port of Miami ID cards, you may contact the Port of Miami ID Office at (305) 347-4955. For more information concerning WASD ID cards, contact the WASD security at (786) 552-8271.

g) Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Development stated hereunder. Contractor is subject to provisions of Florida State Statute Sections 255.05, 255.20 and 287.055.

6.0 ATTACHMENTS

Attachment 1: Scope of Services

Attachment 2: Proposal Submission Package

Attachment 3: Form A-1 (Cover page) and Affidavits/Acknowledgements A-2 through A-6

Attachment 4: Proposer Information

Attachment 5: Form of Agreement

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ATTACHMENT 1

Scope of Services

Background

Miami-Dade County (County) is soliciting proposals for the introduction of a Compressed Natural Gas Solution for its heavy diesel fleet. The County is initially focusing on the heavy diesel fleet at Public Works and Waste Management (PWWM), **as maintained by the Internal Services Department, Fleet Management Division (ISD/FM)**, and Water and Sewer Department (WASD). It is anticipated that other CNG heavy equipment types belonging to other County departments may gradually be added to the County's fleet.

The County requests separate proposals. The Scope below is separated by "A" for the PWWD/ISD Departments and "B" for the Water and Sewer Department. Additionally, the County seeks proposals for revenue generating opportunities in the form of CNG stations wherein the County can partner with an entity to serve other public and non-County fleet entities and other ideas and concepts the proposer may suggest that may be in the best interest of the County. It is anticipated that the County will expand the CNG solution to other County facilities and/or departments. This includes financing and/or construction of fuel stations and maintenance facilities as well as additional vehicle financing.

PWWM/ISD Heavy Fleet Program

Miami-Dade County's Public Works and Waste Management Department (PWWM) in conjunction with the Internal Services Department (ISD) is seeking a complete "turnkey" solution(s) to implement a compressed natural gas (CNG) solution for its heavy diesel fleet. The intent of the solution is to implement a cost-effective approach to converting to compressed natural gas, including the possibility of partnerships from public and/or private entities; providing revenue generating opportunities from CNG stations, for which the County may intend to retain ownership.

Below is an overview of the anticipated scope of work required to design, build, operate and maintain a fueling infrastructure for both time and fast fill, modify or replace ISD maintenance facilities to accommodate CNG heavy diesel PWWM trucks, and effect the replacement of PWWM's heavy diesel fleet estimated at 63 trucks a year over a 10 year period.

1. This is intended to be a "turnkey" project. Provide for all work required for a fully functional fueling and servicing station to service heavy vehicles in accordance with the PWWM Overnight Vehicle Sites list included in the solicitation with an appropriate margin for future growth. The scope of work includes all natural gas and electrical utility infrastructure development, installation of underground transmission lines, all electrical work, modification of existing facilities, and restoration. Provide thorough inspection of the facilities (maintenance and fueling) and the infrastructure at each location including all existing buildings, structures, and equipment, for all conditions that may impact the work, including all permits, approvals, fees, etc. to meet applicable codes and regulations and to implement all required modifications in accordance with best industry practices.
2. The conversion of PWWM/ISD's 58th Street facility will be followed by the conversion of multiple sites that have been identified in the table below under Waste Disposal/Transfer/Collection Sites. Similar solutions are anticipated for the additional facilities identified. It is anticipated that the completion of the other facilities will coincide with receipt of new CNG heavy vehicles.
3. Design, build, operate, and maintain natural gas fueling stations on PWWM/ISD properties that will meet present and future heavy fleet CNG fueling requirements and modify existing buildings and equipment to comply with applicable codes and regulations. Evaluate and implement applicable best

practices from the EPA Natural Gas Star Program, to minimize loss of product and associated methane emissions (<http://www.epa.gov/gasstar/tools/recommended.html>).

4. Provide electrically powered compression system with sufficient number of compressors sized to meet PWWM/ISD's fleet fueling requirements with one compressor not in operation.
5. Provide back-up generator to fully power the compression system in the event of loss of electrical power.
6. Install time fill station(s) at PWWM/ISD's facilities to accommodate the amount of heavy vehicles at the multiple sites. The CNG station should also include fast fill capabilities. The location(s) of the fast fill will be determined by the proposer's recommendation.
7. Provide a CNG fuel data collection system capable of distinguishing between Miami Dade County fueling and private sector fueling and bill these separately. The system must be capable of communicating fuel and vehicle data electronically with the existing County fuel system (E. J. Ward) in order to provide comprehensive auditable fuel data in a text delimited format per vehicle, hose, compressor, and gas company meter. It must also have the ability to transfer fuel data daily in an automated fashion with file transfer protocol (FTP).
8. The fueling facility operates 24 hours per day, seven days per week.
9. Response time for malfunctions at the fuel islands is within an 8 hour period of notification, unless such malfunction results in loss or degradation of fueling capacity or poses a safety hazard, in which case the response is immediate.
10. Ensure that all equipment is installed in accordance to the manufacturer's requirements.
11. Execution of the work not to impede PWWM/ISD's normal fueling and maintenance operations.
12. Extensions of natural gas utility pipelines
13. Electrical utility upgrades
14. CNG evacuation or defueling equipment for maintenance. The location(s) of the defueler will be determined taking into consideration the proposer's recommendation.
15. CNG compressor redundancy
16. CNG storage redundancy
17. All federal, state and local permits, fees, and licenses necessary to complete the project
18. All required facility upgrades, replacement or additional facilities, including design, permitting, construction and final certificate of occupancy.

It is desired that the Selected Proposer be capable of securing long-term financing for CNG fueling facilities, facility upgrades or replacement, and heavy fleet purchases. PWWM/ISD may secure the natural gas supplier(s) itself or require the Selected Proposer to provide the supplier(s).

PWWM desires to transition its on-road heavy fleet vehicles from diesel to compressed natural gas (CNG) as vehicles are retired from service and replaced in accordance with the Department's Fleet Replacement Plan. The Fleet Plan is updated annually through the budget development process. The current Fleet Plan is shown

below. The Internal Services Department (ISD) is responsible for the maintenance of the PWWM's fleet and the shop maintenance facilities are listed later in this section.

As shown in the Fleet Replacement Plan below, the Department expects to replace approximately 63 vehicles on average each year for the next 10 years. To accomplish this transition, the Department will ultimately require CNG fueling capability to serve the entire fleet of approximately 625 vehicles.

PWWM TEN YEAR HEAVY FLEET PLAN

VEHICLE TYPE	FY12-13	FY13-14	FY14-15	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	FY21-22
Automated Side Loader	29	29	29	29	17	29	29	29	29	29
Small Automated Side Loader				4			4		4	
Small Rear Loader								4		
Rear Loader Garbage Truck	9	9	9	7	7	7		7		9
Trash Truck	5	10	19	7	7	5	4			
Trash Truck w/loader			3			6				
Crane		10	9			6				
Roll-Off Truck	6			6	6	6	6	6		6
Vactor Truck	3	1	2				1			
Flat Bed Truck	2			4						
Dump Truck			4	5						
Knuckle Boom Truck		4								
Truck Tractor	10	16	12	10	10	10	10		10	20
TOTAL TRUCKS PER YEAR	64	79	87	72	47	69	54	46	43	64
AVERAGE TRUCKS PER YEAR	63									
TOTAL TRUCKS IN PLAN	625									

PWWM OVERNIGHT VEHICLE SITES 2012		AutoSide Loader ³	Small Auto Side Loader	Small Rear Loader	Rear Loader Garbage Truck	Trash Truck ⁴	Trash Truck w/loader	Crane	Roll-Off Truck	Vactor Truck	Flat Bed Truck	Dump Truck	Knuckle Boom Truck	Truck Tractor	Site Totals
	Waste Disposal & Transfer Sites														
1.	Central Transfer Station - 1150 NW 20 ST					1								19	20
2.	Northeast Transfer Station - 18701 NE 6 AVE					1								22	23
3.	West Transfer Station - 2900 SW 72 AVE					1								22	23
4.	Resources Recovery - 6990 NW 97 AVE ¹													30	30
5.	South Dade Landfill - 23700 SW 97 AVE ²	14			5	3	1	4	6					27	60
	Waste Collection Sites														
6.	3A - 18701 NE 6 AVE -ISD/FM facility on-site	50	3	2	12									13	80
7.	3B - 7900 SW 107 AVE ISD/FM facility on-site	46	1	2	12	29	9	10	31						140
8.	58ST - 8801 NW 58 ST - ISD/FM facility on-site ⁵	76	4	2	15	24	8	12	26						167
	Public Works Site														
9.	Road and Bridge - 9301 NW 58 ST					32		7		14		34	3	7	97
														Total	640

¹ CNG pipeline on-site

² CNG pipeline on adjacent WASD site

³ 6 are hydraulic hybrid

⁴ For Public Works Trash Truck category includes: 12 flatbeds, 10 trash trucks, 7 patch trucks & 3 water trucks

⁵ **This facility is on a former landfill**

Note: ISD operates a heavy fleet shop at 10800 SW 211 Street that serves vehicles from the South Dade Landfill

The PWWM vehicles are parked overnight at various sites located throughout Miami-Dade County as shown in the Overnight Vehicle Sites list below. As indicated, ISD Fleet Maintenance facilities are co-located at some of these sites. Also indicated are sites that have at the site or nearby existing natural gas pipelines. The three vehicle concentrations highlighted on the sites list are located in the same general vicinity (Sites 4, 8 & 9). Many of the Department's waste collection and transport vehicles visit this area each day to deliver waste to the Resources Recovery Facility. It is also important to note that the Department operates a night-shift at the waste transfer stations until 1:00 a.m.

To further inform your proposal, below is a table showing average diesel fuel consumption for the most representative vehicle types.

SELECTED PWWM VEHICLE TYPES	AVG. DIESEL GALLONS CONSUMED/YEAR
AUTOMATED SIDE LOADER	5,500
REAR LOADER GARBAGE TRUCK	4,400
ROLL-OFF TRUCK	3,900
TRASH TRUCK	2,500
TRASH TRUCK W/LOADER	2,500
VACTOR TRUCK	4,500
CRANE	2,500
TRACTOR	6,200

The Selected Proposer will finalize its analysis of the PWWM/ISD fleet operations and determine the optimum CNG fueling solution. The solution can be phased-in over multiple years as vehicles are delivered. If phasing is proposed, the Selected Proposer will prepare a final detailed phasing plan where vehicle deliveries coincide with fueling and fleet maintenance capabilities. The Department prefers to have time-fill capability where feasible, but must also have readily available fast-fill capability to ensure continuity of operations throughout the day and night.

ISD Fleet Maintenance Facilities

Below is a list of the ISD vehicle maintenance facilities where heavy equipment from PWWM and other County departments are maintained and fueled. These will need to be upgraded or replaced in order to accommodate PWWM and other County CNG trucks and ensure safe, efficient maintenance of the CNG equipment. The upgrade or rebuild of the Shop 3 Main facility is being contemplated as the first CNG facility with the others to follow based on when CNG PWWM heavy equipment and associated infrastructure is added to the other facilities.

- Shop 3 Main, 8801 NW 58th Street, Miami, FL 33178
- Shop 3A, 18701 NE 6th Avenue, Miami, FL 33179
- Shop 3B, 7900 SW 107th Avenue, Miami, FL 33173
- Shop 3C, 8801 NW 58th Street, Miami, FL 33178
- Shop 3D, 10820 SW 211th Street, Miami, FL 33189
- Shop 3D Tire, 10890 SW 211th Street, Miami, FL 33189

- Shop 2, 6100 SW 87th Avenue Miami, FL 33173

Natural Gas Purchases

The County, in its best interest, reserves the right to purchase natural gas directly from existing and future County natural gas contracts for any and all County CNG facilities and non-County fleet agencies.

DRAFT

WASD Heavy Fleet Program

Miami-Dade County's Water and Sewer Department (WASD), desires a complete "turnkey" solution, which may exclude the purchase of natural gas, to implement a compressed natural gas ("CNG") Solution. The intent of the solution is to implement a cost-effective approach that meets WASD's operational needs and environment.

Below is an overview of the anticipated scope of work required to design, build, operate and maintain a fueling infrastructure for both time and fast fill, modify or replace WASD maintenance facilities to accommodate CNG heavy diesel WASD trucks, and effect the replacement of WASD's heavy fleet estimated at 73 pieces of heavy equipment a year over a 10 year period.

1. This is intended to be a "turnkey" project. Provide for all work required for a fully functional fueling and servicing station to service up to 105 heavy vehicles per facility. The scope of work includes electrical utility infrastructure development, installation of underground transmission lines, all electrical work, modification of existing facilities, and restoration. Provide thorough inspection of the facilities (maintenance) and the infrastructure at each location including all existing buildings, structures, and equipment, for all conditions that may impact the work, including all permits, approvals, fees, etc. to meet applicable codes and regulations and to implement all required modifications in accordance with best industry practices.
2. The conversion of WASD's West Wood Lakes facility will be followed by the conversion of multiple sites that have been identified in the table below under WASD garage and fueling sites. Similar solutions are anticipated for the additional facilities identified. It is anticipated that the completion of the other facilities will coincide with receipt of new CNG heavy vehicles.
3. Design, build, operate, and maintain natural gas fueling stations on WASD properties that will meet present and future heavy fleet CNG fueling requirements and modify existing buildings and equipment to comply with applicable codes and regulations. WASD is initially proposing six (6) fueling stations, Hialeah Preston, Alexander Orr, Blackpoint, West Wood Lakes, and Distribution.
4. Provide an electrically powered compression system with sufficient number of compressors sized to meet WASD's fleet fueling requirements while one compressor is temporarily not in operation.
5. Provide back-up generator to fully power the compression system in the event of loss of electrical power.
6. Install time fill station(s) at WASD's facilities to accommodate the amount of heavy vehicles at the multiple sites. The CNG station should include fast fill and evacuation (Defueling) capabilities. The location(s) of the fast fill and defueler will be determined taking into consideration the proposer's recommendation.
7. All servicing transactions including fuel and vehicle data to be communicated through the E. J. Ward fueling system.
8. The fueling facility operates 24 hours per day, seven days per week.
9. Response time for malfunctions at the fuel islands is within a 12 hour period of notification, unless such malfunction results in loss or degradation of fueling capacity or poses a safety hazard, in which case the response is immediate.
10. Ensure that all equipment is installed in accordance to the manufacturer's requirements.
11. Execution of the work not to impede WASD's normal fueling and maintenance operations.

12. Extensions of natural gas utility pipelines as needed for proper operations
13. Electrical utility upgrades as needed for proper operations
14. CNG evacuation equipment as needed for proper operations
15. Mobile emergency fueling units (Quantity based on proposer's recommendation)
16. CNG compressor redundancy
17. CNG storage redundancy
18. All federal, state and local permits, fees, and licenses necessary to complete the project
19. All required facility upgrades or replacement facilities, including design, permitting, construction and final certificate of occupancy.

It is desired that the Selected Proposer be capable of securing long-term financing for CNG fueling facilities, facility upgrades or replacement, and heavy fleet purchases. WASD may secure the natural gas supplier(s) itself through the existing contract and may require that the Selected Proposer work and coordinate with WASD's natural gas supplier.

WASD desires to transition its on-road heavy fleet vehicles from diesel to compressed natural gas (CNG) as vehicles are retired from service and replaced in accordance with the Department's Fleet Replacement Plan. The Fleet Plan is updated annually through the budget development process. The current Fleet Plan is shown below. WASD Fleet Section is responsible for the maintenance of the WASD's fleet and the shop maintenance facilities are listed later in this section.

As shown in the Fleet Replacement Plan below, the Department expects to replace approximately 73 vehicles on average each year for the next 10 years. To accomplish this transition, the Department will ultimately require CNG fueling capability to serve the entire fleet 731 vehicles.

WASD TEN YEAR HEAVY FLEET PLAN

VEHICLE TYPE	FY12-13	FY13-14	FY14-15	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	# in Fleet
Flatbed Dump Truck	1									1	2
Dump Truck	9	9	9	9	9	9	9	9	9	9	90
Flatbed or Utility Waterline Trucks	9	8	8	8	8	8	8	8	8	9	82
Bucket Trucks	1	2	1	1	1	1	1	1	2	1	12
Fuel/Water Tankers	1	1	1			1	1	1	1	1	8
Semi Tractors	2	2	1	1	2	2	2	1	2	2	17
Cab & Chassis W/ Utility Bodies	44	44	45	44	45	44	44	44	43	43	440
Sewer Cleaners/Vactors	5	5	4	6	5	5	4	4	4	4	46
Sidelifts	3	3	3	4	4	4	4	3	3	3	34
TOTAL PER YEAR	75	74	72	73	74	74	73	71	72	73	
AVERAGE PER YEAR	73										
TOTAL IN PLAN	731										

The WASD vehicles are parked overnight at various sites located throughout Miami-Dade County as shown in the Overnight Vehicle Sites list below. Also indicated are sites that have at the site or nearby existing natural gas pipelines. Many of WASD's water and wastewater vehicles are assigned exclusively to the plant or site and may include a night shift.

WASD OVERNIGHT VEHICLE SITES 2012	Flatbed Dump Truck	Dump Truck	Flatbed or Utility Waterline Trucks	Bucket Trucks	Fuel Water Tankers	Semi Tractors	Cab & Chassis W/ Utility Bodies	Sewer Cleaners / Vactors	Side lifts	Total #
Distribution 1001 NW 11th Street, Miami, 33136		22	21			3	42	1	6	95
Westwood Lakes 4801 SW 117th Ave., Miami, 33156		13	11			1	65	8	6	104
Virginia Key 3939 Crandon Blvd, Virginia Key, 33149		9	5	2		5	51	1	1	74
Blackpoint 8950 SW 232nd Street, Miami, 33170		13	3	3	8	2	29	8	2	68
Interama 2575 NE 151st Street, Miami, 33160		3	1	2		2	54	1	2	65
36th Street 3625 NW 10th Ave., Miami, 33127		6	5				41	8	2	62
Hialeah 800 West 3rd Ave., Miami, 33166	1	1	3	1			24	1	2	33
LeJeune 3575 S LeJeune Road, Miami, 33146			2	1			3			6
SMH 20900 SW 117th Ave., Miami, 33177	1	10	15	2		3	57	12	4	105
Alex ORR 6800 SW 87th Ave., Miami, 33173		3	3	1		1	36	2	1	47
Medley 7301 NW 70th Street, Miami, 33166		4	6				25		5	40
Carol City 3750 NW 181st Street, Miami, 33055		6	5				11	4	3	29

7th Street Yard 690 NW 7th Street, Miami, 33136			2							2
Douglas 3071 SW 38th Ave., Miami, 33146							1			1
SWWF 12350 SW 8th Street, Miami, 33183							1			1
	2	90	82	12	8	17	440	46	34	731

Below is the table showing average diesel fuel consumption for the most representative heavy vehicle types.

SELECTED WASD VEHICLE TYPES	ESTIMATED DIESEL GALLONS CONSUMED/YEAR	# in Fleet
Flat Bed Dump Truck	4,800	2
Dump Trucks	91,391	90
Flat bed or Utility Waterline	40,145	82
Bucket Trucks/ Step Vans	14,059	12
Fuel/Water Trucks	17226	8
Semi Tractors	10892	17
1 TON Pick Up trucks, with or w/o Cab & Chassis W/UTIL BODY	200,939	440
Sewer Cleaners Trucks	70,741	46
Side Lift Crane	3985	34

The Selected Proposer will finalize its analysis of the WASD fleet operations and determine the optimum CNG fueling solution. The solution can be phased-in over multiple years as vehicles are delivered. If phasing is proposed, the Selected Proposer will prepare a final detailed phasing plan where vehicle deliveries coincide with fueling and fleet maintenance capabilities. The Department prefers to have fast fill capability to ensure continuity of operations throughout the day and night.

WASD Fleet Maintenance Facilities

Below is a list of the WASD vehicle maintenance facilities where WASD heavy equipment is maintained. These will need to be upgraded or replaced in order to accommodate WASD heavy CNG trucks and ensure safe, efficient maintenance of the CNG equipment. The upgrade or rebuild of the West Wood Lakes garage is being contemplated as the first CNG facility with the others to follow based on when CNG PWWM heavy equipment and associated infrastructure is added to the other facilities.

Garage	Address	No of Units assigned
Distribution	1001 NW 11 th Street, Miami, 33136	239
West Wood Lakes	4801 SW 117 th Avenue, Miami, 33156	177
Black Point	8950 SW 232 nd Street, Miami, 33170	167
Virginia Key	3939 Crandon Blvd, Virginia Key, 33149	148

ATTACHMENT 2 PROPOSAL SUBMISSION PACKAGE

In response to the Solicitation, Proposer shall **RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE** as follows:

1. Form A-1, Cover Page of Proposal and Affidavits/Acknowledgements (See Attachment 3)

Form A-1: Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

Complete and sign the following forms:

- Form A-2, Lobbyist Registration for Oral Presentations
- Form A-3, Acknowledgement of Addenda
- Form A-4, Local Business Preference
- Form A-5, Fair Subcontracting Policies
- Form A-6, Subcontractor/Supplier Listing

2. Proposer Information (See Attachment 4)

Complete following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

3. Price Proposal Schedule (See Attachment 5)

Complete following the requirements therein.

Submit

- One original hardcopy format of complete Proposal Submission Package and twelve (12) copies
- A compact disc (CD) of the complete package (except the required forms/affidavits) as one single searchable document: pdf or word)

by the Proposal Due Date (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

Proposer's Name
Proposer's Address
Proposer's Telephone Number

Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983

ITN No.:
ITN Title:
Proposal Due Date:

ATTACHMENT 3
COVER PAGE OF PROPOSAL AND AFFIDAVITS/ACKNOWLEDGEMENTS

DRAFT

Form A-1

PROPOSER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:		
Name: _____		Title: _____
MAILING ADDRESS:		
Street Address: _____		
City, State, Zip: _____		
TELEPHONE: (____) _____	FAX: (____) _____	E-MAIL ADDRESS: _____
PROPOSER'S ORGANIZATIONAL STRUCTURE:		
_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (Explain): _____		
IF CORPORATION:		
Date Incorporated/Organized: _____		State Incorporated/Organized: _____
States registered in as foreign corporation: _____		
PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:		
LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:		
LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:		
<p>A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.</p> <p><input type="checkbox"/> Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.</p>		
CRIMINAL CONVICTION DISCLOSURE:		
<p>Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.</p> <p><input type="checkbox"/> Place a checkmark here only if Proposer has such conviction to disclose.</p>		
Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:		
<p>By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.</p>		

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

Signed By: _____ Date: _____

Print Name: _____ Title: _____

A-1 Rev. 7/29/11

Form A-2
AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION

(1) Project Title: _____ Project No.: _____
 (2) Department: _____
 (3) Proposer's Name: _____
 Address: _____ Zip: _____
 Business Telephone: (____) _____

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

NAME	TITLE	EMPLOYED BY	TEL. NO.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(ATTACH ADDITIONAL SHEET IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees.

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: _____ Title: _____
 STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____,
 by _____, a _____, who is personally known
 (Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)
 to me or who has produced _____ as identification and who did/did not take an oath.

 (Signature of person taking acknowledgement)

 (Name of Acknowledger typed, printed or stamped)

 (Title or Rank) (Serial Number, if any)

Revised 2/7/05

Form A-3
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 201__

Addendum #2, Dated _____, 201__

Addendum #3, Dated _____, 201__

Addendum #4, Dated _____, 201__

Addendum #5, Dated _____, 201__

Addendum #6, Dated _____, 201__

Addendum #7, Dated _____, 201__

Addendum #8, Dated _____, 201__

Addendum #9, Dated _____, 201__

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Firm Name: _____

A-3 - Rev. 1/25/10

Form A-4
LOCAL BUSINESS PREFERENCE

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. A local business, for the purposes of receiving the aforementioned preference above, shall be defined as a Proposer which meets all of the following.

1. Proposer has a valid Local Business Tax Receipt (formerly know as an Occupational License), issued by Miami-Dade County at least one year prior to proposal submission, that is appropriate for the goods, services or construction to be purchased.

Proposer shall attach a copy of said Miami-Dade County Local Business Tax Receipt hereto. (Note: Current and past year receipts, or occupational licenses, as may be applicable, may need to be submitted as proof that it was issued at least one year prior to the proposal due date.)

2. Proposer has a physical business address located within the limits of Miami-Dade County from which the Proposer operates or performs business. (Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.)

Proposer shall state its Miami-Dade County (or Broward County if applicable, see note below) physical business address _____

3. Proposer contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the Proposer shall affirm in writing its compliance with any of the following objective criteria as of the proposal submission date:

Check box, if applicable:

- ☐ a) Proposer has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County.
- ☐ b) Proposer contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County.
- ☐ c) Proposer contributes to the economic development and well-being of Miami-Dade County by some other verifiable and measurable contribution by _____

Proposer shall check the box if applicable and, if checking item "c", shall provide a written statement, above, defining how Proposer meets that criteria.

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2013. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Print Name: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____ He/She is personally known to me or has
(Affiant)

presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____
(State)

Notary Seal

Form A-5

FAIR SUBCONTRACTING POLICIES
(Section 2-8.8 of the Miami-Dade County Code)

FAIR SUBCONTRACTING PRACTICES

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____

Name of Proposer _____ FEIN _____

On and after the date of the award, the Contractor shall submit to the County a written report detailing the race, gender, and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the recommended Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

[illegible]

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

SUB 100 Rev.

**ATTACHMENT 4
PROPOSER INFORMATION**

Attachment 4 Proposer Information

STEP 1

Proposer's Experience, Qualifications, and Past Performance

1. Describe the Proposer's past performance and experience in CNG project and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
2. Provide a description of comparable contracts (similar in scope of work to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) the client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
3. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

Key Personnel and Subcontractors Performing Services

4. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. Key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
5. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
6. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.
7. Provide other detailed qualification information including licensing, certifications etc. on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Proposed Approach/Overall Plan

8. Provide a high-level description of proposer's proposed solution and the approach to successfully implementation this solution. Within the parameters of the 10 page limit (as further detailed in Section 4.2 of the base ITN). Proposals shall include sufficient details to allow the County to perform a meaningful Step 1 evaluation.

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STEP 2

Executive Summary:

Provide a brief summary describing:

1. State that Proposer is responding has the capability to complete all aspects of the CNG solution and a detailed scheduling plan.
2. the Proposer's ability and capability to perform the work requested in this Solicitation;
3. a history of the Proposer's background and experience in providing similar services;
4. the qualifications of the Proposer's personnel to be assigned to this project;
5. the proposer's approach to monitoring and taking advantage of any grant, rebate, tax break, etc., for the County from any source, current or future, related to any aspect of an award as a result of this solicitation;
6. the proposer's capabilities and experience in securing the above mentioned grants, rebates, tax breaks, etc.
7. the subcontractors or subconsultants and a brief history of their background and experience; and
8. any other information called for by this Solicitation which the Proposer deems relevant, including any exceptions to this Solicitation.

This summary should be brief and concise to advise the reader of the basic concept offered, experience and qualifications of the Proposer, staff, subcontractors or subconsultants and any other relevant information.

This Scope of Work is offered as an indication to Proposers of the overall scope of the solution and to provide a broad guide for Proposers in preparing their solutions. They are not to be construed as firm requirements. The Proposer is encouraged to propose new and innovative ideas to achieve the intent of the solution.

Proposer's Experience and Past Performance

1. Describe the Proposer's past performance and experience in CNG project financing and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
2. Provide a detailed description of comparable contracts for (similar in scope of work to those requested herein) which the Proposer has either ongoing or completed within the past five years. The description should identify for each project: (i) the client, (ii) description of work (finance, design, build and operate infrastructure, station and repair facilities) (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).
3. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the

contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

Key Personnel and Subcontractors Performing Services

4. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's Development Team, employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. Key personnel include all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
5. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors who will be assigned to this project.
6. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors, who will be assigned to this project.
7. Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any key personnel of subcontractors.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

For PWWM/ISD

Proposed Approach to Solution

8. This section includes the Proposer's response as it pertains to the approach/plan for the solution to establish a CNG solution at PWWM and ISD and includes all functions as further defined below. Proposers are encouraged to ask all necessary questions and obtain as much information as is available to assist them in presenting their proposal. The facilities are considered in "as is" condition. Site plans, building documents, and other technical information may not be available. Any such information that is available will be forwarded upon request via addenda to this solicitation. The proposal shall include the project plan, including concepts and implementation for the Scope of Work as identified in Section 2.0 and for the items as listed below:
 - A. Fuel Stations (PWWM and ISD) - design, build, operate, and maintain (to include but not limited to a further breakdown of, all natural/compressed gas, electrical, HVAC, plumbing, fire protection, construction/permitting, environmental issues, design/elevations, detailed equipment list with descriptions, etc.).
 - B. Maintenance Facilities (PWWM and ISD) design – build or upgrade (with a further breakdown of all listed above).
 - C. Financial Plan (PWWM and ISD)
 1. Provide a detail itemized financial plan for financing options for the fuel infrastructure(s), new or upgrade of maintenance facilities and amortization schedule(s).

2. Vehicle Purchases (Heavy Fleet) - describe any financing options the Proposer may recommend for the replacement of diesel heavy duty trucks with equivalent CNG vehicles in accordance with the 10-Year PWWM Fleet Replacement Plan and an amortization schedule.
 3. Possibility of accessing County gas contract(s).
 4. Profit Sharing for Public – Private Partnership (P3) – fueling for non-County vehicles.
 - D. Sourcing CNG plan and all pricing data.
 - E. Any other revenue generating opportunities for County.
 - F. Future expansion of County's CNG solution
 - G. Proposers should submit their recommendation of their concept of future expansion of any of the above: fuel stations, maintenance facilities, vehicle financing etc.
9. Describe Proposer's Project Team and approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work on this project.
 10. Provide a project schedule (including phases) identifying specific key categories and duration (include all phased approaches).
 11. Describe the proposed CNG fuel data collection system and its capabilities and how it meets the requirements stated in Scope of Work including ability to distinguish between Miami Dade County fueling and non-County fueling and billing requirements; its ability to communicate fuel and vehicle data electronically with the existing County fuel system (E/ J. Ward) in order to provide comprehensive auditable fuel data in a text delimited format per vehicle, hose, compressor, and gas company meter; and its ability to transfer fuel data daily in an automated fashion with file transfer protocol (FTP).
 12. Provide details of plans to access any incentives (i.e. grants, rebates, tax credits, etc.) available and how these will be utilized in the best interest of the County. Also, provide a plan of action to monitor and access any future incentive that may become available during the ensuing contract period and how these will be utilized so as to provide additional cost savings to the County.
 13. Provide a Cost Benefit Analysis depicting costs and associated benefits to instituting the CNG solution at the County - to support and quantitatively demonstrate the overall financial costs and savings, to include net savings, which the County can expect to obtain over the lifetime of the CNG solution.
 14. Provide minimum fuel consumption. Proposers must provide a plan to guarantee a minimum amount of fuel availability on a daily basis to ensure that operations are not disrupted.
 15. Provide a detailed plan for maintenance and to include unscheduled maintenance and emergency response times for CNG infrastructure issues support.
 16. Provide a detailed safety plan – include emergency procedures, Hazardous Operation (HAZOP) safety plan – include HAZOP recertification every four years, and a hurricane plan for what you are proposing.
 17. Provide a Continuation of Operations Plan that outlines emergency procedures to ensure continuity of CNG in the event of a crisis such as power failure, disruption of natural gas supply from source to site or any other events that result in the disruption of CNG.
 18. Describe the best practices that will be employed to minimize loss of product and associated

methane emissions from storage, distribution, and fueling practices. (EPA Natural Gas Star Program <http://www.epa.gov/gasstar/tools/recommended.html>).

19. Describe the proposer's current and near future commitments as it relates to its financial, performance, capabilities to perform and successfully complete their proposed work herein.
20. Provide retrofit options available for converting County heavy diesel equipment to CNG with a one year return on investment (ROI).
21. Provide your most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
22. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
23. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).
24. The intent of the solution is to implement a cost-effective approach to converting to compressed natural gas, including the possibility of partnerships from public and/or private entities; providing revenue generating opportunities for the County. Describe the solution details, including marketing and any potential contractual relationships with any public/private entities.
25. Describe in detail how the proposer will obtain dedicated capacity via the Florida Gas Transmission line for the County's needs.

PWWM and ISD Pricing

Below are the parameters pertaining to the PWWM/ISD pricing strategy the County anticipates the proposers will consider in preparation of pricing information to the County.

The County reserves the right to purchase natural gas through existing or future county contracts not associated with this ITN. However, a proposer interested in providing an option for natural gas purchase should submit its pricing on a per Therm basis consisting of all charges necessary for the vendor to fully complete and invoice the business transaction, inclusive of delivery, profit, and any other fees/charges; exclusive of FGT fuel and usage fees. The firm fixed service adder price excludes taxes and the Index Price of spot gas delivered to pipelines, as published by the Federal Energy Regulatory Commission (FERC).

It is anticipated that CNG volumes will incrementally increase each year as new vehicles are purchased based on the Department's 10-Year Fleet Replacement Plan; on average 63 trucks per year. Given the Department's graduated CNG consumption curve, the proposer should present price breakdown information for the following:

- Adder 1 – transportation for gas supplied to Site (if applicable)
- Adder 2 – natural gas supplied to the Site (if applicable)

- Adder 3 – operation and maintenance of the fueling facility
- Adder 4 – financing for the fuel station
- Adder 5 – financing for Maintenance facility upgrade
- Adder 6 – financing for purchase of new vehicles

As an alternative pricing model, proposers could provide a monthly amount that would be collected that is not tied to consumption.

Note: Proposer should provide a return on investment (ROI) calculation for each of the service categories cited above for PWWM/ISD.

WASD

Proposed Approach to Solution

1. This section includes the Proposer's response as it pertains to the approach/plan for the solution to establish a CNG solution at WASD and includes all functions as further defined below. Proposers are encouraged to ask all necessary questions and obtain as much information as is available to assist them in presenting their proposal. The facilities are considered in "as is" condition. Site plans, building documents, and other technical information may not be available. Any such information that is available will be forwarded upon request via addenda to this solicitation. The proposal shall include the project plan, including concepts and implementation for the Scope of Work as identified in Section 2.0 and for the items as listed below:
2. Fuel Stations (WASD) – design, build, operate, and maintain (to include but not limited to a further breakdown of, all natural/compressed gas, electrical, HVAC, plumbing, fire protection, construction/permitting, environmental issues, design/elevations, detailed equipment list with descriptions, etc.).
3. Maintenance Facilities (WASD) design – build or upgrade (with a further breakdown of all listed above).
4. Financial Plan (WASD):
 - a. Provide a detail itemized financial plan for financing options for the fuel infrastructure(s), new or upgrade maintenance facilities and amortization schedule(s).
 - b. Vehicle Purchases (Heavy Fleet) - describe any financing options the Proposer may recommend for the replacement of diesel heavy duty trucks with equivalent CNG vehicles in accordance with the 10-Year Fleet Replacement Plan and an amortization schedule.
 - c. Possibility of accessing County gas contract(s).
 - d. Profit Sharing for Public – Private Partnership (P3) – fueling for non-County vehicles.
 - e. Sourcing CNG plan and all pricing data.
 - f. Any other revenue generating opportunities for County.
5. Describe Proposer's Project Team and approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work on this project.
6. Provide a project schedule (including phases) identifying specific key categories and

duration (include all phased approaches).

7. Describe the proposed CNG fuel data collection system and its capabilities and how it meets the requirements stated in Scope of Work including ability to distinguish between Miami Dade County fueling and non-County fueling and billing requirements; its ability to communicate electronically with the existing County fuel system in order to provide comprehensive auditable fuel data in a text delimited format per vehicle, hose, compressor, and gas company meter; and its ability to transfer fuel data daily in an automated fashion with file transfer protocol (FTP).
8. Provide details of plans to access any incentives (i.e. grants, rebates, tax credits, etc.) available and how these will be utilized in the best interest of the County. Also, provide a plan of action to monitor and access any future incentive that may become available during the ensuing contract period and how these will be utilized so as to provide additional cost savings to the County.
9. Provide a Cost Benefit Analysis depicting costs and associated benefits to instituting the CNG solution at the County - to support and quantitatively demonstrate the overall financial costs and savings, to include net savings, which the County can expect to obtain over the lifetime of the CNG solution.
10. Provide minimum fuel consumption. Proposers must provide a plan to guarantee a minimum amount of fuel availability on a daily basis to ensure that operations are not disrupted.
11. Provide a detailed plan for maintenance and to include unscheduled maintenance and emergency response times for CNG infrastructure issues support.
12. Provide a detailed safety plan – include emergency procedures, Hazardous Operation (HAZOP) safety plan – include HAZOP recertification every four years, and a hurricane plan for what you are proposing.
13. Provide a Continuation of Operations Plan that outlines emergency procedures to ensure continuity of CNG in the event of a crisis such as power failure or other events that result in the disruption of CNG.
14. Describe the proposer's current and near future commitments as it relates to its financial, performance, capabilities to perform and successfully complete their proposed work herein.
15. Provide retrofit options available for converting County heavy diesel equipment to CNG with a one year return on investment (ROI).
16. Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
17. Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

18. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).
19. The intent of the solution is to implement a cost-effective approach to converting to compressed natural gas, including the possibility of partnerships from public and/or private entities; providing revenue generating opportunities for the County. Describe the solution details, including marketing and any potential contractual relationships with any public/private entities.
20. Describe in detail how the proposer will obtain capacity via the Florida Gas Transmission line.

WASD Pricing

It is anticipated that CNG volumes will gradually increase each year as new vehicles are purchased based on the Department's 10-Year Fleet Replacement Plan; on average 73 trucks per year. Given the Department's graduated CNG consumption curve, the proposer should present price breakdown information for the following:

- 1) Price breakdown for WASD CNG Fueling Station(s) by station
- 2) Price breakdown for WASD Facility Upgrades/Replacements by facility
- 3) Per Therm adder over the contract period for operation and maintenance of CNG fueling station(s); identify any cost escalator that will be applied annually (e.g. Consumer Price Index (CPI))
- 4) Monthly payment for operation and maintenance of the CNG fueling station(s); identify any cost escalator that will be applied annually (e.g. CPI)
- 5) Per Therm adder over the contract period, or other lesser specified period, for repayment of principal and interest for maintenance facility upgrades/replacements; stipulate no early repayment penalty
- 6) Monthly payment for principal and interest for maintenance facility upgrades/replacements; stipulate no early repayment penalty
- 7) Price Adder Structure as follows:
 - Adder 1 – transportation for gas supplied to Site (if applicable)
 - Adder 2 – natural gas supplied to the Site (if applicable)
 - Adder 3 – operation and maintenance of the fueling facility
 - Adder 4 – financing for the fuel station
 - Adder 5 – financing for Maintenance facility upgrade
 - Adder 6 – financing for purchase of new vehicles

As an alternative pricing model, proposers could provide a monthly amount that would be collected that is not tied to consumption.

Note: Proposer should provide a return on investment (ROI) calculation for each of the service categories cited above for PWWM/ISD, and WASD.

Price Submittal Form

In addition to, and corresponding with the Proposers' submission for each department (per department), Proposers shall complete and submit this form showing how their pricing correlates on a per Therm basis. Prices shall be based on the Platts, inside Federal Energy Regulatory Commission's (FERC) Gas Market Report, Florida Gas Transmission Company (FGT), Zone Two (2). Proposers recommended for negotiations may be required to submit a notarized signed letter from FGT stating the capacity available to the proposer(s).

A Therm is described by the U.S. Energy Information Administration (EIA) as:
Therm — One therm equals 100,000 Btu, or 0.10 MMBtu.

Natural Gas: \$ _____ per Therm (At time of ITN advertisement)

FGT Fuel: \$ _____ per Therm (At time of ITN advertisement)

FGT Usage: \$ _____ per Therm (At time of ITN advertisement)

Price Adder: \$ _____ per Therm

Total Price F.O.B. Miami: \$ _____ per Therm

Cost of Fuel Station(s)-Design and Build: \$ _____ per Therm for ____ years

Cost of Fuel Station(s)-Operate and Maintain: \$ _____ per Therm for ____ years

Cost of Maintenance Facilities-Design and Build: \$ _____ per Therm for ____ years

Cost of Vehicles:

Proposers should provide a detailed narrative when offering financing, leasing, or other solution(s) for the acquisition of vehicles for the County (by department).

ATTACHMENT 5
Form of Agreement

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Form of Agreement

(This is the form of agreement the County anticipates awarding to the selected Proposer (s))

Title _____
Contract No. _____

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide _____, on a non-exclusive basis, that shall conform to the Scope of Services (Attachment 1); Miami-Dade County's Invitation to Negotiate (ITN) No. _____ and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated _____, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such _____ for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows,

except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Attachment 1), all other appendices and attachments hereto, all amendments issued hereto, ITN No. _____ and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean _____ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Solution", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Attachment 1), 3) the Miami-Dade County's ITN No. _____ and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said

changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on _____ and shall continue through the last day of the ____ month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for ____ () additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Attention:
Phone:

Fax:

E-mail:

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974

Attention: Assistant Director

Phone: (305) 375-5548

Fax: (305) 375-2316

E-mail:

(2) To the Contractor

Attention:

Phone:
Fax:
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of _____ (\$_____). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING/FINANCING

To be determined

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per _____, upon invoices certified by the Contractor pursuant to Attachment ____—Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by

County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County

Attention: _____

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$_____ per claim.

Insurance requirements are subject to change based on the scope of services resulting from the negotiated contract.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on

account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine

in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral,

with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not

form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the

Effective Termination Date; and

- ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
 - i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
 - i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate

evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or

suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- | | |
|---|--|
| 1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code) | 8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code) |
| 2. Miami-Dade County Employment Disclosure Affidavit
(Section 2-8.1(d)(2) of the County Code) | 9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the County Code) |
| 3. Miami-Dade Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the County Code) | 10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the County Code) |
| 4. Miami-Dade Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the County Code) | 11. Subcontracting Practices
(Ordinance 97-35) |
| 5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code) | 12. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code) |
| 6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the County Code) | 13. Environmentally Acceptable Packaging
(Resolution R-738-92) |
| 7. Miami-Dade County Code of Business Ethics Affidavit
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code) | 14. W-9 and 8109 Forms
(as required by the Internal Revenue Service) |
| | 15. FEIN Number or Social Security Number
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be |

provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. Office of the Inspector General
(Section 2-1076 of the County Code)

17. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory

services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes

involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

ARTICLE 41. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 42. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: Carlos A. Gimenez

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____

Attest: _____

Corporate Secretary/Notary Public

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney